

**EXHIBIT A**

First Amendment to Asset Purchase Agreement

(Attached)

## FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this “Amendment”), dated as of January 23, 2023 (this “Amendment”), is made by and among Theia Group, Inc. d/b/a “Thorian Group” and/or “Cypherian,” a Delaware corporation (“TGI”), Theia Aviation, LLC, a Delaware limited liability company (“TA”), and Theia Holdings A, Inc. d/b/a “Thorian Holdings,” a Delaware corporation (“THA,” and together with TGI and TA, “**Sellers**”), and Rising Sky LLC, a Delaware limited liability company (on behalf of itself, its designees, and or assignees, “**Buyer**”) and together with the Sellers, the “**Parties**”), and amends that certain Asset Purchase Agreement, dated January 17, 2023, by and among Sellers and Buyer (the “Purchase Agreement”).

**WHEREAS**, the undersigned parties hereto, as all of the Parties to the Purchase Agreement, desire to amend the Purchase Agreement, pursuant to Section 7.01 of the Purchase Agreement, on the terms and subject to the condition set forth in this Amendment;

**NOW, THEREFORE**, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereto agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Purchase Agreement.

2. Amendments.

(a) The definition of “F&F Obligations” in Section 1.01(II) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“**F&F Obligations**” means the scheduled loans, advances, debts, liabilities, and obligations totaling at least One Hundred Seventy Nine Million Dollars (\$179,000,000), and any nonmonetary obligations, in each case of every kind and description, whether direct or indirect, fixed or contingent, mature or unmatured, now existing or hereafter arising, under, or related to, all Secured Note Purchase Agreements and Secured Convertible Promissory Notes (as may be amended, restated, or supplemented from time to time) entered into between any of the Sellers and the investors listed on Schedule 1.01(II). For the avoidance of doubt, (i) “F&F Obligations” includes all obligations (including outstanding principal invested and returns thereon) owed to investors who previously signed a note purchase agreement with the Buyer at any time prior to Closing and (ii) the amount of “outstanding principal investment” on Schedule 1.01(II) (as revised) reflects only the principal invested by holders of F&F Obligations that remains outstanding (*i.e.*, does not include promised returns).

(b) Schedule 1.01(II) to the Purchase Agreement is hereby deleted in its entirety and replaced with the Revised Schedule 1.01(II) attached hereto.

3. Effectiveness. The amendments to the Asset Purchase Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without

any further action required by the Parties. There are no conditions precedent or subsequent to the effectiveness of this Amendment other than those set forth in Sections 6.01 and 6.02 of the Purchase Agreement.

4. Conflicts. Except as expressly set forth herein, the Asset Purchase Agreement shall remain in full force and effect. If any conflict arises between the Asset Purchase Agreement and this Amendment, this Amendment shall control solely with respect to the subject matter contained herein.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.


6. Governing Law. Section 7.05 of the Purchase Agreement shall apply to this Amendment *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be executed on its behalf by its duly authorized representative, as of the date set forth in the preamble paragraph.

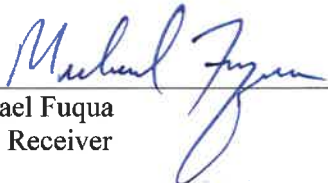
**BUYER**

RISING SKY LLC

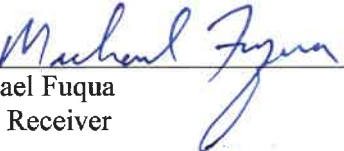
By:   
Name: Mitchell Adams  
Title: Authorized Signatory

**SELLERS**

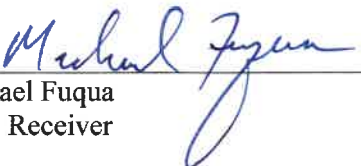
THEIA GROUP, INC.

By:   
Michael Fuqua  
Title: Receiver

THEIA HOLDINGS A, INC.

By:   
Michael Fuqua  
Title: Receiver

THEIA AVIATION, LLC

By:   
Michael Fuqua  
Title: Receiver

**REVISED SCHEDULE 1.01(II)**

**“F&F OBLIGATIONS”**

Attached is a list of anonymized investors that entered into the Secured Note Purchase Agreements and/or Secured Convertible Promissory Notes referenced in the definition “**F&F Obligations**”

**Theia Receivership****Revised Schedule 1.01(II)****Friends and Family Notes to be Purchased by Rising Sky**

<b>Investor Number</b>	<b># of Notes</b>	<b>Outstanding Principal Investment</b>
43	2	\$ 18,000,000
151	6	7,000,000
155	1	4,133,333
167	1	4,056,875
73	5	2,050,000
140	1	2,000,000
71	5	1,965,000
32	2	1,677,154
124	3	1,450,000
87	4	1,360,000
132	7	1,064,000
35	1	1,000,000
64	1	1,000,000
72	1	1,000,000
81	1	1,000,000
104	1	1,000,000
113	1	1,000,000
86	4	775,000
31	1	650,000
33	2	600,000
125	2	600,000
114	4	550,000
75	1	500,000
79	1	500,000
14	4	410,000
93	3	400,000
173	3	400,000
57	2	400,000
162	1	350,000
178	1	350,000
5	2	300,000
6	2	300,000
22	2	300,000
3	1	300,000
37	1	300,000
138	1	300,000
164	1	300,000
103	1	296,100
144	2	275,000
98	2	250,000
115	2	225,000
67	4	200,000
61	2	200,000
142	2	200,000
4	1	200,000

**Theia Receivership****Revised Schedule 1.01(II)****Friends and Family Notes to be Purchased by Rising Sky**

Investor Number	# of Notes	Outstanding Principal Investment
26	1	\$ 200,000
29	1	200,000
112	1	200,000
129	1	200,000
9a	1	200,000
150	1	170,000
170	3	150,000
46	1	150,000
82	1	150,000
105	1	150,000
106	1	150,000
128	1	150,000
139	3	125,000
27	2	125,000
40	1	125,000
141	3	120,000
58	4	115,000
143	1	105,000
175	3	100,750
11	2	100,000
54	2	100,000
55	2	100,000
96	2	100,000
97	2	100,000
53	1	100,000
56	1	100,000
100	1	100,000
117	1	100,000
121	1	100,000
153	1	100,000
159	1	100,000
161	1	100,000
168	1	100,000
9b	1	100,000
42	1	96,300
179	7	95,000
134	1	85,000
154	2	75,000
41	2	50,000
17	1	50,000
18	1	50,000
20	1	50,000
23	1	50,000
24	1	50,000
34	1	50,000

**Theia Receivership****Revised Schedule 1.01(II)****Friends and Family Notes to be Purchased by Rising Sky**

<b>Investor Number</b>	<b># of Notes</b>	<b>Outstanding Principal Investment</b>
36	1	\$ 50,000
45	1	50,000
62	1	50,000
77	1	50,000
84	1	50,000
94	1	50,000
99	1	50,000
101	1	50,000
102	1	50,000
118	1	50,000
119	1	50,000
145	1	50,000
177	1	50,000
180	1	50,000
181	1	50,000
184	1	50,000
185	1	50,000
30	1	40,000
10	2	35,000
165	2	35,000
182	1	35,000
12	1	30,000
13	1	30,000
15	1	30,000
78	1	30,000
133	1	30,000
8	1	25,000
38	1	25,000
39	1	25,000
44	1	25,000
48	1	25,000
49	1	25,000
51	1	25,000
52	1	25,000
66	1	25,000
88	1	25,000
89	1	25,000
90	1	25,000
91	1	25,000
95	1	25,000
131	1	25,000
157	1	25,000
158	1	25,000
160	1	25,000
171	1	25,000



**Theia Receivership****Revised Schedule 1.01(II)****Friends and Family Notes to be Purchased by Rising Sky**

<b>Investor Number</b>	<b># of Notes</b>	<b>Outstanding Principal Investment</b>
7	1	\$ 20,000
16	1	20,000
120	1	20,000
137	1	20,000
172	1	15,000
176	1	15,000
47	1	10,000
50	1	10,000
149	1	10,000
80	1	5,000
85	1	5,000
109	1	5,000
110	1	5,000
111	1	5,000
127	1	2,000
<b>230</b>	<b>\$</b>	<b>68,061,512</b>